



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

INSURANCE, 2 ed., 220. Justification for such a holding has been said to be that there is, looking at the whole period of the policy, no continuing prejudice by the partial loss. See *Lidgett v. Secretan*, L. R. 6 C. P. 616, 630; *McArthur, INSURANCE*, 2 ed., 220. Recovery may be had if the partial loss has been brought home to the assured by repair, though there is, thereafter, a total loss. *Le Cheminant v. Pearson*, 4 Taunt. 367. And if the unrepaid partial loss is fixed by a subsequent sale of the vessel, or by the termination of the policy, recovery may be had, for in these cases the partial loss has proved to be a real prejudice. *Pitman v. Universal Ins. Co.*, 9 Q. B. D. 192; *Lidgett v. Secretan, supra*. Even accepting *Livie v. Janson* as binding authority, the principal case seems wrongly decided. The reason given for that decision — that there was no continuing prejudice — is certainly not present here, and the last cases cited above furnish a closer analogy.

INSURANCE — MUTUAL BENEFIT INSURANCE — RIGHT OF BENEFICIARY TO REINSTATE SUSPENDED POLICY AFTER DEATH OF INSURED. — A policy issued by a fraternal life insurance company provided that a life benefit member, suspended for the non-payment of a monthly rate, might be reinstated within a certain time by complying with the by-laws of the company. While suspended, but before the expiration of the period for reinstatement, the holder of such a policy died. The beneficiary offers to pay the assessments in arrears and seeks thus to secure reinstatement. *Held*, that he may do so. *Knights of the Maccabees of the World v. Johnson*, 185 Pac. 82 (Okla.).

The contract of insurance between a society and its members consists of the policy, application, charter, and by-laws taken together. *Wallace v. United Order of Golden Cross*, 106 Atl. 713 (Me.); *Evans v. Supreme Council of Royal Arcanum*, 223 N. Y. 497, 120 N. E. 93. These contracts usually impose suspension for non-payment, with a right to reinstatement within a certain time upon payment of arrears. Whether this right, when the insured dies during suspension, may be exercised by the beneficiary, is sometimes a troublesome question. If the policy contains an express disclaimer of liability for death during suspension, it is clear that the beneficiary can assert no right. *Ward v. Merchant's Life and Casualty Co.*, 139 Minn. 262, 166 N. W. 221. In the absence of such a provision, the courts have often reached the same result by construction. *Tabor v. Modern Woodmen of America*, 163 S. W. 324 (Tex. Civ. App.); *Gifford v. Workmen's Ben. Ass'n*, 105 Me. 17, 72 Atl. 680; *Campbell v. Supreme Lodge Knights of Pythias*, 168 Mass. 397, 47 N. E. 109. Other courts have reached the contrary result on the ground that by the terms of the particular contract the period was one of grace and not of forfeiture. *Provident Savings Life Assurance Soc. v. Taylor*, 142 Fed. 709; *Gottlieb v. Abraham Lincoln Mut. Life Ins. Co.*, 225 Pa. 102, 73 Atl. 1057. Still other courts have found in the facts of the case before them a suspension, but also a subsequent waiver by the company of its rights. *Jackson v. N. W. Mutual Relief Ass'n*, 78 Wis. 463, 47 N. W. 733; *McGowan v. N. W. Legion of Honor*, 98 Iowa, 118, 67 N. W. 89; *Dennis v. Mass. Ben. Ass'n*, 120 N. Y. 496, 24 N. E. 843. In the instant case the court has gone too far in fixing an absolute rule that the beneficiary may secure reinstatement of the policy. The rights of the beneficiary are determined by the terms of the original contract; and the problem, as in all contracts, is simply one of the manifested intention of the contracting parties.

LANDLORD AND TENANT — TENANCIES AT WILL AND AT SUFFERANCE — LANDLORD'S LIABILITY FOR FORCIBLE EVICTION. — The plaintiff occupied a cottage upon the defendant's premises as its employee. After he had left its service, the defendant gave him repeated notices to vacate and finally ejected him with the use of reasonable force. The plaintiff sued for forcible entry and